

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, CHANCERY DIVISION**

<b>JAMES H. CANEL, individually and on behalf of a class of all others similarly situated,</b>	)	
	)	
<b>Plaintiff,</b>	)	
	)	
<b>v.</b>	)	<b>Case No. 00 CH 13279</b>
	)	
<b>DAN RUTHERFORD, Treasurer of the State of Illinois, and ROXANNE HOLLENSTINE, Director, Unclaimed Property Division, Office of the Treasurer of the State of Illinois,</b>	)	<b>The Honorable Rita Novak</b>
	)	
<b>Defendants.</b>	)	
	)	

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**SETTLEMENT AGREEMENT**

This Agreement ("Settlement" or "Settlement Agreement") is made and entered into this 21 day of December 2012, by and among Plaintiff, both individually and on behalf of all members of the Class, and Defendants, by and through their respective attorneys. In consideration of the covenants, agreements, and releases set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to approval of the Court, it is agreed by and among the undersigned that the Action, *James H. Canel, individually and on behalf of a class of all others similarly situated v. Dan Rutherford, Treasurer of the State of Illinois, and Roxanne Hollenstine, Director, Unclaimed Property Division, Office of the Treasurer of the State of Illinois*, Case No. 00 CH 13279, now pending and unresolved in the Circuit Court of Cook County, Illinois, County Department, Chancery Division, be settled and compromised on the following terms and conditions, without costs as to Plaintiff, the Class, or Defendants, except as provided for herein:

WHEREAS, Plaintiff James Canel, individually and on behalf of a class of all others similarly situated, filed his Class Action Complaint on September 11, 2000, in the Circuit Court of Cook County, Illinois, County Department, Chancery Division, alleging, *inter alia*, that Defendants received Cash Dividends and Non-Cash Dividends on securities held by Defendants as Unclaimed Property under the Act and had not paid same to Plaintiff upon the return of Plaintiff's securities; and

WHEREAS, the Illinois Supreme Court issued its decision in *Canel v. Topinka*, 212 Ill. 2d 311, 818 N.E.2d 311 (2004), concerning the application of the Act to dividends on Unclaimed Property held in custody by the State of Illinois, and whether there was or had been a taking of private property under the Fifth and Fourteenth Amendments to the United States Constitution, and section 15, art. 1 of the Illinois Constitution, and thereafter remanded that case for further proceedings as set forth therein; and

WHEREAS, after the Illinois Supreme Court's decision in *Canel v. Topinka*, the Circuit Court of Cook County certified a Class in the Action; and

WHEREAS, the Action is pending and unresolved; and

WHEREAS, Defendants deny the claims asserted in the Action, deny they have engaged in any wrongdoing or actionable conduct of any kind, deny Plaintiff and the Class are entitled to any relief and maintain affirmatively that their actions are and have at all times been in conformity with all applicable laws including the United States and Illinois Constitutions; and

WHEREAS, Counsel for all Parties have investigated and analyzed the law and the facts in the Action and have taken extensive efforts to prosecute and defend the Action, including engaging in discovery and informal investigation and in lengthy and complicated motion practice relating to the merits of the claims brought in the Action, and

WHEREAS, there have been appeals to the Illinois Appellate Court and the Illinois Supreme Court in the Action; and

WHEREAS, the Parties have engaged over a period of years in extensive arm's-length negotiations regarding the potential settlement of the Action, which included most recently a multi-session mediation presided over by the Honorable Rita Novak; and

WHEREAS, based upon their litigation efforts, investigation, and analysis, and taking into account the burdens and expense of continued litigation, the risks and uncertainties associated with a trial and appeals, as well as the desirability of a fair, cost-effective, and assured method of resolving the claims in the Action, Lead Counsel for Plaintiff have concluded that this Settlement Agreement provides substantial benefits to the Class and is fair, reasonable, adequate, and in the best interests of Plaintiff and the Class; and

WHEREAS, Defendants' counsel have similarly concluded that this Settlement Agreement is desirable in order to avoid the expense, time commitments, and risk involved in defending the Action, and to finally and completely resolve the Action; and

WHEREAS, as set forth more specifically below, the Parties wish to provide in this Settlement a method by which Class Members whose securities were held as Unclaimed Property and returned during the Class Period may be notified of the fact that while their securities were in Defendants' custody pursuant to the Act, Defendants may have received Cash Dividends or Non-Cash Dividends on them which were not returned when such Class Members' Unclaimed Property was returned to them, and a simple means for Class Members to now request and obtain such Cash Dividends and Non-Cash Dividends so received by Defendants, if any,

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, the Parties agree as follows:

**A. Definitions.**

The following terms, as used in this Settlement Agreement, have the following meanings:

1. "Account" means the record maintained by Defendants at the Unclaimed Property Division, Illinois State Treasurer's Office, of any and all securities and any dividends, including without limitation Cash Dividends and Non-Cash Dividends, thereon while held in custody pursuant to the Act in the name and for the benefit of a Class Member.

2. "Act" means the Illinois Uniform Disposition of Unclaimed Property Act, 765 ILCS 1025/1, *et seq.*, and any of its predecessor or successor statutes.

3. "Action" means *James H. Canel, individually and on behalf of a class of all others similarly situated, v. Dan Rutherford, Treasurer of the State of Illinois, and Roxanne Hollenstine, Director, Unclaimed Property Division, Office of the Treasurer of the State of Illinois*, Case No. 00 CH 13279, now pending and unresolved in the Circuit Court of Cook County, Illinois, County Department, Chancery Division.

4. "Cash Dividend" means any amount paid in cash as a dividend on securities held in custody pursuant to the Act, together with any cash received or obtained upon the liquidation or sale by Defendants or any of them of any Non-Cash Dividend.

5. "Class" means "All persons or entities whose assets were held in Defendants' custody as Unclaimed Property and earned dividends while in Defendants' custody, where upon the return of those assets (or the liquidated value of those assets) Defendants retained the dividends (or the liquidated value of the dividends)" during the Class Period.

6. "Class Member" means a person who or entity which belongs to the Class as defined herein.

7. “Class Period” means the period from September 11, 1995, through and including the date of Final Judgment in the Action.

8. “Complaint” means the Complaint filed by the Plaintiff in the Action on or about **September 11, 2000.**

9. “Continuing Notice - Newspaper” means the notice substantially in form of Exhibit A hereto, to be published by Defendants in the Newspaper Inserts in the manner and for the time period specified in paragraph 38 below.

10. “Continuing Notice - Website” means the notice substantially in form of Exhibit B hereto, to be displayed on the Division website in the manner and for the time period specified in paragraph 38 below.

11. “Continuing Notice – Separate Webpage” means the notice substantially in form of Exhibit C hereto, to be displayed on the Separate Webpage maintained on the Division website in the manner and for the time period specified in paragraph 38 below.

12. “Court” means the Circuit Court of Cook County, Illinois, County Department, Chancery Division.

13. “Defendant Releasees” means Defendants, including the State of Illinois, their predecessors and successors, and their respective past and present employees, agents, attorneys, trustees, servants, representatives, administrators, assigns, and all other entities against which or whom Plaintiff or the Class have alleged any claims in the Action, and the respective past, present, and future employees, agents, attorneys, trustees, servants, representatives, administrators, and assigns of each of the foregoing.

14. “Defendants” means and refers to Dan Rutherford, Treasurer of the State of Illinois, and Roxanne Hollenstine, Director, Unclaimed Property Division, Office of the Treasurer of the State of Illinois.

15. “Defendants’ Counsel” means Robert Shannon and Aimee E. Delaney, Hinshaw & Culbertson LLP, 222 North La Salle Street, Suite 300, Chicago, Illinois 60601.

16. “Effective Date” and/or “Effective Date of Settlement” means the latest of the following dates: (a) if no appeal from the Final Order and Judgment is filed, the date of expiration of the time for the filing or noticing of any appeal from the Final Order and Judgment; or (b) if an appeal from the Final Order and Judgment is filed and not voluntarily withdrawn, and the Illinois Appellate Court affirms the Final Order and Judgment or dismisses the appeal, and (i) a petition for leave to appeal or for a writ of certiorari is filed and denied, the date such petition is denied, or (ii) if no petition for leave to appeal or writ of certiorari is filed and denied, the date of expiration of the time for the filing of such petition passes; or (c) if a petition for leave to appeal or for a writ of certiorari is filed and granted, the date of final affirmance of the Final Judgment and Order or final dismissal of the review proceeding initiated by the petition for leave to appeal or for a writ of certiorari.

17. “Fairness Hearing” shall mean a hearing scheduled and held by the Court to consider whether to grant final approval to the Settlement, including whether to approve the agreed attorney’s fees and costs.

18. “Final Order and Judgment” means the Final Order and Judgment entered by the Court in a form substantially similar to the [Proposed] Final Order and Judgment attached hereto as Exhibit D. The Final Order and Judgment shall direct Defendants to pay Agreed Fees and

Costs from the Unclaimed Property Trust Fund maintained by the State of Illinois Unclaimed Property Division.

19. "Future Claimant" means any person who or entity which makes a claim for the return of his, her, or its Unclaimed Property at any time after the date of Final Order and Judgment.

20. "Individual Settlement Amount" means the total of all Cash Dividends and Non-Cash Dividends received by Defendants on a Class Member's underlying security or securities while the underlying security or securities were held by Defendants under the Act and which were not paid to such Class Member upon return of his Unclaimed Property during the Class Period.

21. "Lead Counsel" means Arthur T. Susman and Glenn L. Hara, Susman Heffner & Hurst LLP, 30 North Clark Street, Suite 1210, Chicago, Illinois 60603; John R. Wylie and Charles R. Watkins, Donaldson & Guin, LLC, 300 South Wacker Drive, Suite 1700A, Chicago, Illinois, 60606; and William J. Harte, William J. Harte, Ltd., 135 S. La Salle Street, Suite 2200, Chicago, Illinois 60606. Arthur T. Susman and John R. Wylie shall be the Joint Chairmen of Lead Counsel, with authority to bind the Plaintiff and the Class with respect to this Settlement Agreement.

22. "Full Notice" means the notice of settlement substantially in the form of Exhibit E attached hereto, to be maintained on the Separate Webpage on the Division's website as provided in paragraph 38 below.

23. "Newspaper Inserts" means the periodic printed notices published by Defendants pursuant to Section 12 of the Act, 765 ILCS 1025/12.

24. "Non-Cash Dividend" means any non-monetary property paid on or on account of or with respect to securities held in custody pursuant to the Act, including, without limitation, any dividend, stock split, or stock spin-off.

25. "Notification" shall mean the supplying, transmission, or provision by or on behalf of a Class Member or any other person whose Unclaimed Property was held by Defendants of any form of notice to Defendants, or either of them, or to the Illinois Treasury Department or Illinois Unclaimed Property Division, using the Notification Form provided herein as Exhibit F or otherwise, stating in words or substance that such Class Member or other person wishes Defendant(s) to remit to him his Cash Dividends and Non-Cash Dividends, if any.

26. "Parties" means Plaintiff, individually and on behalf of the Class, and Defendants.

27. "Plaintiff" means James H. Canel.

28. "Plaintiff Releasees" means Plaintiff and all Class members, together with Plaintiff's past, present, and future employees, agents, attorneys, trustees, servants, representatives, administrators, assigns, and all other entities against which Defendants may have any claims or counterclaims related to matters concerning the Action, and the respective past, present, and future employees, agents, attorneys, trustees, servants, representatives, administrators, and assigns of each of the foregoing.

29. "Plaintiff Releasers" means Plaintiff and each Class Member.

30. "Preliminary Approval Order" means an order entered by the Court in a form substantially similar to the [Proposed] Preliminary Approval Order attached hereto as Exhibit G.

31. "Preliminary Newspaper Notice" means the notice substantially in form of Exhibit H hereto, to be published by Defendants as provided in paragraph 38 below.



32. "Separate Webpage" means the webpage to be maintained by the Defendants on the Division's website which shall contain the items set forth in paragraph 38 below. Access to the Separate Webpage will be made available via hyperlink in the Summary Notice – Website and the Continuing Notice – Website.

33. "Settlement Notice" means the post-card notice of the Settlement, substantially in the form attached hereto as Exhibit I, to be distributed pursuant to and in accordance with this Agreement and the Preliminary Approval Order to Class Members and all other persons who obtained return of Unclaimed Property during the Class period.

34. "Summary Notice - Website" means the summary form of notice, substantially in form attached hereto as Exhibit J, to be displayed on the Division's website pursuant to and in accordance with the Preliminary Approval Order.

35. "Summary Notice – Separate Webpage" means the summary form of notice, substantially in form attached hereto as Exhibit K, to be displayed on the Separate Webpage on the Division's website pursuant to and in accordance with the Preliminary Approval Order.

36. "Unclaimed Property" means, strictly for purposes of this Settlement Agreement, all securities or other rights therein that become reportable property under the Act, including without limitation all dividends, stock splits, warrants, or other rights in such property, as well as the underlying security or commodity giving rise to the dividend, split, warrant, or other right to which the owner would be entitled, and which have been delivered into Defendants' custody at any time pursuant to the Act.

**B. Approval of this Agreement and Dismissal of Claims.**

**Preliminary Approval.**

37. Plaintiff and Defendants shall use their best and good faith efforts to effectuate this Settlement Agreement. As soon as practicable after execution hereof, Plaintiff shall present

to the Court an agreed motion for preliminary approval of the Settlement. This agreed motion will contain the proposed Preliminary Approval Order.

**Notice of Settlement and Right to Obtain Dividends on Securities.**

38. Upon entry of the Preliminary Approval Order, and subject to the Court's approval and direction, Defendants shall provide notice to Class Members and others in the following manner:

a. Defendants shall, at their sole cost and expense, (a) prepare a complete and accurate list (the "Notice List") of all persons whose Unclaimed Property was held by Defendants and which was returned to them between September 11, 1995, and the date of entry of the Preliminary Approval Order, including all Class Members, through the date of entry of the Preliminary Approval Order, with their last known addresses and social security number(s) both as shown on Defendants' records and (b) verify and update such addresses by submitting the Notice List with social security numbers for address verification and updating to Experian, the vendor currently under contract with the Department, which regularly performs such services for the Unclaimed Property Division. Upon completion of the address verification by the vendor, Defendants shall send to each such person on the Notice List via United States mail, first class, postage prepaid, written notice substantially in the form of the Settlement Notice. Such mailings shall be completed within thirty days of the entry of the Preliminary Approval Order.

b. Defendants shall publish or cause to be published the Preliminary Newspaper Notice once each week for two consecutive weeks, in a size no smaller than 4 column inches by 2 columns, as a display ad in one publication in each of the 102 State counties, the first publication to occur within seven days following the mailing of the Settlement Notice.

c. Defendants shall publish or cause to be published the newspaper form Continuing Notice – Newspaper on the front page and in a size no smaller than 4 column inches by 2 columns in the Newspaper Inserts prepared and disseminated by the Unclaimed Property Division for a period of two years following the Effective Date.

d. Within thirty days following entry of the Preliminary Approval Order, Defendants will place the Summary Notice - Website on the first page of the Unclaimed Property Division's website, [www.icash.illinois.gov](http://www.icash.illinois.gov), in a location and in a style reasonably acceptable to Lead Counsel, and in addition cause to be established the Separate Webpage, accessible via hyperlink from the Summary Notice – Website, which, in a manner reasonably acceptable to Lead Counsel, will contain or contain links to: (i) the Full Notice; (ii) this Settlement Agreement (in downloadable .pdf form); (iii) the Summary Notice – Separate Webpage; (iv) the Notification Form that Class Members and others may complete and submit in order to provide Notification; and (v) provide contact information for the Unclaimed Property Division and Lead Counsel to request further information. Defendants shall maintain the Separate Webpage, and the Summary Notice – Website, on the first page of the Unclaimed Property Division's website and as otherwise described herein, until the latter of the Effective Date or the date when the Court declines to approve the Settlement.

e. In the event the Effective Date is reached, then within ten (10) days thereof, Defendants will replace the Summary Notice – Website with the Continuing Notice - Website on the first page of the Unclaimed Property Division's website, [www.icash.illinois.gov](http://www.icash.illinois.gov), in a location and in a style reasonably acceptable to Lead Counsel, and in addition shall replace the Summary Notice – Separate Webpage on the Separate Webpage with the Continuing Notice

– Separate Webpage. Defendants shall maintain the Separate Webpage for a period of at least two years after the Effective date.

f. At least five days before the date set for the Fairness Hearing, Defendants shall file with the Court a certification stating that all actions referred to in subparagraphs a and b of this paragraph 38 have been carried out.

**Final Order And Judgment.**

39. Upon obtaining preliminary approval of this Settlement Agreement, Plaintiff shall promptly seek, and Defendants shall not oppose, the scheduling of a Fairness Hearing for the Court to determine whether to grant final approval to the Settlement and enter the Final Order and Judgment.

40. Defendants and Plaintiff expressly reserve all of their rights if the Effective Date does not occur. If the Effective Date does not occur, this Settlement Agreement and all negotiations, proceedings, documents prepared, and statements made in connection with this Settlement Agreement shall be without prejudice to the Parties and shall not be admissible into evidence, and shall not be deemed or construed to be an admission or confession by any of the Parties of any fact, matter, or proposition of law, and shall neither be discoverable nor used in any manner for any purpose, and all Parties to this Action shall stand in the same position as if this Settlement Agreement had not been negotiated, made, or filed with the Court.

41. All costs of Notice, advertising and administering this Settlement shall be paid from the Unclaimed Property Trust Fund, fund number 482.

**D. Release And Discharge.**

42. Upon the occurrence of the Effective Date and Defendants' performance of their consideration as set forth herein, the Plaintiff Releasors hereby release and forever discharge the Defendant Releasees from liability for any and all claims, demands, actions, suits, and causes of

action, whether class, individual, or otherwise in nature, that the Plaintiff Releasees ever had, now have, or hereafter can, shall, or may have against the Defendant Releasees, whether known or unknown, on account of or arising out of the facts that served as the basis for the claims in the Complaint.

43. Upon the occurrence of the Effective Date, Defendants release and forever discharge Plaintiff, the Class, Class Members, and Lead Counsel, from any and all claims, demands, actions, suits and causes of action, whether class, individual or otherwise in nature, that the Defendants ever had, now have, or hereafter can, shall or may have against Plaintiff, the Class, Class Members, and/or Lead Counsel, whether known or unknown, on account of or arising out of or resulting from this Action or on account of or arising out of the facts that served as the basis for the claims in the Complaint, and agree to hold the same harmless from any claim that Defendants might have or bring.

**E. Processing Procedure.**

44. Beginning on the Effective Date, Defendants shall, upon receipt of Notification from any person, conduct a search for and locate and identify all Cash Dividends and Non-Cash Dividends attributable to Unclaimed Property owned or formerly owned by such person or such person's heirs or assigns. If any such Cash Dividends and/or Non-Cash Dividends are located, Defendants shall within 60 days of receipt of completion of all reasonable and necessary documentation remit same by check to the owner at his/her/its last known address via first class mail.

45. In the event Notification is received but not followed within 60 days by remittance of Cash Dividends or Non-Cash Dividends, Defendants shall within 60 days of receipt of Notification mail to the person providing or submitting such Notification a full

explanation of why no Cash Dividends or Non-Cash Dividends have been remitted and create and maintain a record of same.

46. No later than thirty business days after the Effective Date, Defendants shall pay to Lead Counsel by wire transfer to such account as Lead Counsel directs \$925,000, as full and complete payment of any and all attorney's fees, costs and out-of-pocket litigation expenses ("Agreed Fee and Costs"). This payment shall be paid from the Unclaimed Property Trust Fund, fund number 482.

47. Beginning on the Effective Date, Defendants shall automatically pay to any Future Claimant, along with the Future Claimant's Unclaimed Property, all Cash Dividends and Non-Cash Dividends received by Defendants at any time on such Future Claimant's Unclaimed Property.

**F. Miscellaneous.**

48. **Binding Effect.** This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors, heirs and assigns of the Plaintiff and the Class and the Plaintiff Releasees and the Defendant Releasees.

49. **Integrated Agreement.** This Settlement Agreement contains an entire, complete, and integrated statement of each and every term and provision agreed to by and among the Parties, and supersedes any and all prior and contemporaneous undertakings of Plaintiff and Defendants in connection therewith.

50. **No Conflict Intended.** Any inconsistency between this Settlement Agreement and any exhibits attached hereto shall be resolved in favor of this Settlement Agreement. Any inconsistency between the headings used in this Settlement Agreement and the text of the paragraphs of this Settlement Agreement shall be resolved in favor of the text.

51. **Choice of Law.** All terms of this Settlement Agreement shall be governed by and interpreted according to the substantive laws of the State of Illinois without regard to its choice of law or conflict of law principles.

33. **Execution in Counterparts.** The Parties may execute this Settlement Agreement in counterparts. Facsimile and/or scanned signatures in PDF form shall be deemed an original signature for purposes of executing the Settlement Agreement. Copies of each of these separate written agreements shall form a part of this Settlement Agreement and shall be filed with the Court and each of the Parties' respective signatures on each written agreement shall constitute a signature to this Settlement Agreement. Lead Counsel will provide all of their original signatures to Defendants, and Defendants' Counsel will provide their original signature(s) to Lead Counsel, within five days of the execution of the Settlement Agreement.

52. **Jurisdiction.** The Court shall retain exclusive jurisdiction over the implementation, enforcement, and performance of this Settlement Agreement, and shall have exclusive jurisdiction over any motion, suit, action, proceeding, or dispute arising out of or relating to this Settlement Agreement or the applicability of this Settlement Agreement. The Parties hereby irrevocably submit, to the fullest extent permitted by law, to the exclusive jurisdiction of the Circuit Court of Cook County, Illinois, for any motion, suit, action, proceeding, or dispute arising out of or relating to this Settlement Agreement, or to the implementation, enforcement and performance of this Settlement Agreement, and exhibits hereto.

53. **Obligation To Meet And Confer.** Before filing any motion suit, action, proceeding, or dispute in the Circuit Court of Cook County, Illinois raising a question, issue or dispute arising out of or relating to this Settlement Agreement, the Parties shall consult with each

other and certify to the Court that they have in good faith consulted in an effort to resolve any such dispute.

54. **Modification/Amendments.** This Settlement Agreement may not be modified or amended except in writing executed by the Parties and approved by the Court.

55. **No Waiver.** The waiver by any Party of any breach of this Settlement Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Settlement Agreement.

56. **Authority.** The persons signing this Settlement Agreement hereby represent and warrant that they have full power and/or authority to bind to all terms of this Settlement Agreement every person, partnership, corporation, or entity included within the definitions of Plaintiff and Defendants.

57. **Settlement Agreement Mutually Prepared.** Neither Defendants nor Plaintiff, nor any of them, shall be considered to be the drafter of this Settlement Agreement or any of its provisions or Exhibits for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any of these to be construed against the drafter.

58. **Independent Investigation and Decision to Settle.** The Parties understand and acknowledge that they (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that they each may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of this Action as reflected in this Settlement Agreement. Nevertheless, it is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Settlement Agreement now and thus, in furtherance of their intentions, the Settlement Agreement shall remain in full force and effect notwithstanding the discovery of any additional



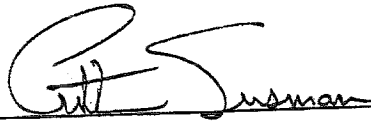
facts or law, or changes in law, and this Settlement Agreement shall not be subject to rescission or modification by reason of any discovery of any additional facts or law, or changes in law.

59. **Extension of Time.** The Parties may agree to reasonable extensions of time to carry out the provisions of this Settlement Agreement.

60. **Authority to Sign.** The Parties acknowledge that those individuals signing this Settlement Agreement, identified below, have the full authority to bind each party on whose behalf they are executing the Agreement.

**FOR PLAINTIFF AND THE CLASS:**

Dated: 12-21, 2012

  
Arthur T. Susman  
Glenn L. Hara  
Susman Heffner & Hurst LLP  
30 N. LaSalle St., Suite 1210  
Chicago, Illinois 60603  
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Dated: 12-21, 2012

  
John R. Wylie  
Charles R. Watkins  
Donaldson & Guin, LLC.  
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Chicago, IL 60606  
Telephone: (312) 878-8391  
johnw@dglawfirm.com  
charlesw@dglawfirm.com

**FOR DEFENDANTS:**

Dated: December<sup>01</sup>, 2012

A handwritten signature in cursive script, reading "Maureen Lydon", written over a horizontal line.

Maureen Lydon, as General Counsel for the Treasurer of the State of Illinois, signing on behalf of and with the express authority from Dan Rutherford, Treasurer for the State of Illinois and Roxanne Hollenstine Director, Unclaimed Property Division, Office of the Treasurer of the State of Illinois